

**AMENDMENT FOUR TO AGREEMENT BETWEEN
THE CITY OF AUSTIN and TRAVIS COUNTY for
EMERGENCY MEDICAL SERVICES**

This Amendment Four to the Agreement Between the City of Austin and Travis County for Emergency Medical Services is entered into by the following parties: the City of Austin, a Texas municipal corporation, (“City”) and Travis County, (“County”), (“Amendment Four”).

RECITALS

City and County developed an Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

City and County entered into an Agreement Between the City of Austin and Travis County for Emergency Medical Services that was signed by the last party to sign it on December 13, 2004 (“FY 2005 Agreement”).

City and County entered into a Renewal and Amendment One to the FY 2005 Interlocal Agreement Between the City of Austin and Travis County for Emergency Medical Services, which was effective October 1, 2005, (the “FY 2006 Amendment”).

City and County entered into a Renewal and Amendment Two to the FY 2005 Interlocal Agreement Between the City of Austin and Travis County for Emergency Medical Services, which was effective October 1, 2006, (the “FY 2007 Amendment”).

City and County entered into a Renewal and Amendment Three to the FY 2005 Interlocal Agreement Between the City of Austin and Travis County for Emergency Medical Services, which was effective October 1, 2007, (the “FY 2008 Amendment”).

City and County wish to clarify the allowable costs payable for FY 2008 and all subsequent years under the FY 2005 Agreement as amended.

City and County are authorized to enter into this Amendment Four to the Agreement in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO AMEND FY 2005 AGREEMENT

The parties agree to amend the FY 2005 Agreement as amended by FY 2006, FY 2007 and FY 2008 Amendments as follows:

1. AMENDMENT OF FY 2005 AGREEMENT AS AMENDED:

The cost model for reimbursement under the Agreement Between the City of Austin and Travis County for Emergency Medical Services for FY 2008 and all subsequent years does NOT include, either directly or indirectly, any of the following:

(a) Other Post Employment Benefits (OPEB) for City employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits;

(b) employee recognition, rewards or awards other than performance pay documented pursuant to Council adopted compensation schedules;

(c) entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the cost model WILL allow for payment for meal and beverage expenses for employees incurred during out-of-town trips or conferences related to services provided under this Agreement and incurred according to the City travel policy (a current copy of which has been provided to County; copies of amendments will be provided to County whenever changes are made).

(d) legislative consultant services;

(e) donations/sponsorships to non-profit or private organizations;

(f) legal services because the Parties agree that the City has no obligation to provide legal services to County under this Agreement;

(g) consulting services. This subsection (g) notwithstanding, the cost model WILL allow for payment for consulting services related to services provided within the scope of this Agreement.

2. INCORPORATION OF FY 2005 AGREEMENT AS AMENDED: City and County hereby incorporate the FY 2005 Agreement as amended by FY 2006, FY 2007, and FY 2008 Amendments into this Amendment Four. Except for the changes made in this Amendment Four, City and County hereby ratify all of the terms and conditions of the FY 2005 Agreement as amended by FY 2006, FY 2007, and FY 2008 Amendments and agree that they shall continue in effect throughout the term of the FY 2008 Amendment.

3. EFFECTIVE DATE: When it is approved by both the Travis County Commissioners Court and the City of Austin City Council, this amendment is effective October 1, 2007.

CITY OF AUSTIN
A Home Rule Municipality

By: _____
Michael McDonald, Assistant City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____